

IN THE UNITED STATES COURT OF CLAIMS

MAGNOLIA RANCH, INC.

v.

UNITED STATES

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(
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No. 392-52

STIPULATION OF SETTLEMENT

For the purpose of settling this case, it is stipulated and agreed by and between the parties hereto as follows:

1. Prior to the commencement of this action, the plaintiff was the owner of the land lease to the defendant under that certain lease numbered W-09-026-eng-954, and referred to in its petition.

2. Possession of the property which was the subject of the lease was returned to the plaintiff on August 6, 1948.

3. As a result of the use of the property by the defendant, certain damage was caused to the land subject to the lease and the plaintiff claims damage was also caused to adjoining land.

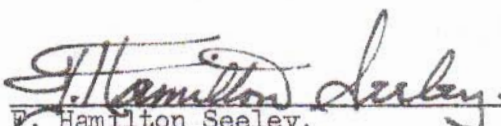
4. The attorney for the plaintiff, being first duly authorized, submitted an offer of settlement to the Attorney General, whereby the plaintiff would accept a total amount equal to the sum of \$15,630.00, plus interest at the rate of five percent per annum from August 6, 1948, to the date of the entry of judgment. This offer of settlement was in satisfaction of all claims set forth in the petition.

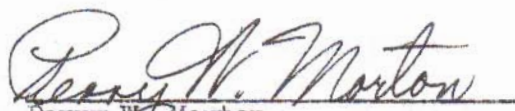
5. On behalf of the defendant, the offer of plaintiff's attorney was duly accepted on October 8, 1954.

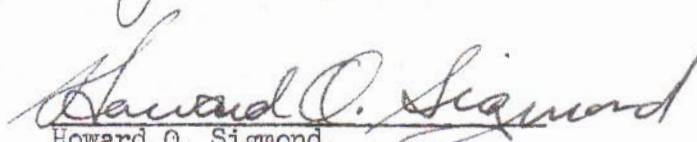
6. It is stipulated and agreed that an amount equal to \$15,630.00, plus interest at the rate of five percent per annum from August 6, 1948, to the date of judgment, is intended to and does cover all damages and all claims of any kind and character to which the plaintiff may be entitled as a result of any and all things mentioned and set out in its petition.

7. Judgment may be entered in favor of the plaintiff in an amount equal to the sum of \$15,630.00, plus interest at the rate of five percent per annum from August 6, 1948, to the date of the entry of judgment.

8. In the event this stipulation is rejected in whole or in part by the Court, it is agreed that the entire stipulation shall then be void and of no effect whatever.


P. Hamilton Seeley,
Attorney for Plaintiff


Perry W. Morton,
Assistant Attorney General


Howard O. Sigmond,
Attorney, Department of Justice
Attorneys for Defendant